



INTERGOVERNMENTAL AGREEMENT
Contract Number DCJ-IGA-R-10304-2019

This is an Agreement between The City of Portland (City) and Multnomah County (County), referred to collectively as the "Parties."

CITY'S ADDRESS: 1120 SW 5th Ave #1204
CITY, STATE, ZIP: Portland, OR 97204

Contract Documents. This Contract includes the following attached documents:

Attachments

Attachment Letter	Description
F	Not Used
H-1	Not Used
H-2	Not Used
H-3	Not Used

PURPOSE:

The purpose of this agreement is The Multnomah County Local Public Safety Coordinating Council (LPSCC) has adopted a strategic plan to address gang violence. The strategic plan is Multnomah County's Office of Juvenile Justice and Delinquency Prevention (OJJDP) Comprehensive Gang Model Implementation Plan. The OJJDP Comprehensive Gang Model involves three phases. The Assessment Phase was completed in 2014, the Implementation Planning Phase in 2016, and LPSCC adopted the Implementation Plan in 2017.

A 1.0 FTE Youth & Gang Violence Coordinator is necessary for the purpose of implementing, monitoring and providing ongoing evaluation of all aspects of implementation the strategic plan under the guidance of the LPSCC Youth and Gang Violence Steering Committee. This individual will ensure that key agencies maintain proper representation on the Strategy Teams and that the teams meet regularly, and will also be responsible for oversight of the Juvenile Services Division (JSD) Gang Prevention Contracts.

The funding of this position will be based on 0.5 FTE provided by the COUNTY, and 0.5 FTE provided by the CITY.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from December 1, 2018 to June 30, 2020. This agreement may be renewed upon mutual agreement of both parties.
2. **RESPONSIBILITIES OF CITY.** The CITY agrees to pay COUNTY up to a maximum of \$109,835.00 during the term of this agreement for the purpose of funding 0.5 FTE of the Youth & Gang Violence Coordinator position described in Section 3 of this Agreement. Payments shall be issued according to the following schedule:
 - i. For the period December 1, 2018 through June 30, 2019: up to a maximum of \$38,752.00
 - ii. For the period July 1, 2019 through June 30, 2020 up to a maximum of \$71,083.00
3. **RESPONSIBILITIES OF COUNTY.** The COUNTY agrees to provide one (1) 1.0 FTE Youth & Gang Violence Coordinator who will fulfill at minimum, the following duties:
 - a. Coordinate and support the Youth and Gang Violence Steering Committee and strategy teams in implementing and updating their strategic plan;
 - b. Serve as a subject matter expert and community liaison for the Juvenile Services Division and the Office of Youth Violence Prevention with community partners regarding youth and gang violence prevention efforts;

- c. Facilitate Juvenile Services Division gang prevention procurements, contracts and reporting; and
 - d. Synthesize and analyze information regarding youth and gang violence prevention.
4. **PAYMENTS.** County will invoice City on a cost-reimbursement basis within 30 days of the end of each quarter of the contracted period, for all payments owed as outlined in Section 2 of this Agreement.

All invoices will be sent to City's address as noted on the first page of this Agreement, to the attention of "Accounts Payable," identify City as the payor and County as the payee, include the invoice number and invoice date, and reference the Intergovernmental Agreement Number for this Contract.

Payments from City will be due within 30 days' from the invoice date.

5. **COUNTY REPRESENTATIVES.** The following COUNTY representatives are the designated contacts for finance, program and contracting questions and/or communication:

Finance: Jelese Jones, Business Services Manager
(503) 988-3961
jelese.jones@multco.us

Program: Mary Geelan
503-988-7954
mary.geelan@multco.us

Contract: Michelle Hull, Contract Specialist, Senior
(503) 988-8290
michelle.hull@multco.us

6. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) days' notice
7. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CITY from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CITY shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CITY its officers, employees and agents in the performance of this agreement.
8. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
9. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
10. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
11. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
12. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement does not constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.

14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
Not applicable	Not applicable	Not applicable

15. **FISCAL REQUIREMENTS.** Contractor agrees to the following if a Federal Funds Subrecipient:

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
- b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
- c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
- d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
- e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
Contract Number: DCJ-IGA-R-10304-2019

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: not required _____

Date: _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____

Date: _____